

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport
AGENDA DATE: June 3, 2008
CONTACT PERSON/PHONE: Patrick T. Abeln, 780-4724
DISTRICT(S) AFFECTED: 3

SUBJECT:

Approve a Resolution authorizing the City Manager to sign Supplemental Lease Agreement No. 1, to Lease DTFA07-04-L-1320 between the City and the Unites States of America, Federal Aviation Administration for a weather observation station at the Air Rescue and Fire Fighting Building at the El Paso International Airport in order to extend the original lease term an additional five (5) years through September 30, 2013 and increase the rental amount due.

BACKGROUND / DISCUSSION:

On September 30, 2003, City Council adopted a resolution authorizing the Mayor to sign a five (5) year lease establishing the FAA Weather Observation Station at the ARFF facility; the leased area, 162 Sq. Ft., fulfills the FAA's need, and is the official weather station for the City of El Paso. Data from the station is provided to both commercial and general aviation as well as the public through the Santa Teresa NOAA weather station. The weather observation station is critical to the operation and safety of the airport and community. In addition to extending the term of the lease 5 years to September 30, 2013, Supplemental Lease Agreement No. 1 also provides for a 25% increase in the rental fee. [\$1,944.00 to \$2,430.00 per Annum]

PRIOR COUNCIL ACTION:

The existing Federal Aviation Administration lease DTFA07-04-L-1320 was approved by Council action on September 30, 2003

AMOUNT AND SOURCE OF FUNDING:

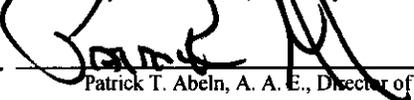
N/A This is a revenue generation lease.

BOARD / COMMISSION ACTION:

The Airport Advisory Board at their May 15, 2008 meeting recommended approval of Supplemental Lease Agreement No. 1.

*****REQUIRED AUTHORIZATION*****

LEGAL:  _____ **FINANCE:** (if required) _____
Raymond L. Telles, Asst. City Attorney

OTHER:  _____
Patrick T. Abeln, A. A. E., Director of Aviation

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the City of El Paso entered into a lease agreement with the U.S. Government dated October 31, 2003, to permit the placement, operation and maintenance of a weather observation station in the City's Air Rescue Fire Fighting Building at the El Paso International Airport; and

WHEREAS, the referenced lease is set to expire on September 30, 2008 and the parties desire to extend the term of such lease an additional five (5) years and increase the rental rate;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign Supplemental Agreement No. 1 to Lease No. DTFA07-04-L-01320 between the City of El Paso (Lessor) and the United States of America, Federal Aviation Administration (Lessee), for a weather observation station at the Air Rescue Fire Fighting building at the El Paso International Airport in order to extend the original lease term an additional five (5) through September 30, 2013 and increase the rental amount due.

ADOPTED this ____ day of _____ 2008.

CITY OF EL PASO

ATTEST:

John F. Cook, Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 1 TO LEASE NO. DTFA07-04-L-01320 Contract Weather Observer Station, El Paso International Airport, El Paso, Texas	DATE
ADDRESS OF PREMISES: 101 George Perry Boulevard, El Paso, Texas 79925		
<p>THIS AGREEMENT, made and entered into this date by and between CITY OF EL PASO, TEXAS, whose address is 6701 Convair Road, EL Paso, Texas 79925, herein after referred to as LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, on October 31, 2003, the parties entered into Lease No. DTFA07-04-L-01320, for the consideration and purpose more particularly stated in said Lease; and,</p> <p>WHEREAS, the basic lease will expire on September 30, 2008, of which the Government will have a continued need for the lease premises for an additional five (5) years for the consideration and purposes more particularly stated on said lease; and,</p> <p>WHEREAS, both parties hereto agree to extending the existing lease for an additional five (5) years and increasing the rental rate to reflect current market conditions, with all other terms and conditions remaining the same.</p> <p>NOW THEREFORE, effective October 1, 2008, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows, VIZ:</p> <ol style="list-style-type: none"> Article 3, the term of Lease No. DTFA07-04-L-01320 shall be extended for an additional five (5) years through September 30, 2012. Article 4, rent shall be increased to the amount of \$2,430.00 per annum, paid at the rate of \$202.50 per month, and shall be payable to the Lessor in arrears and will be due on the first workday of each following month. In the General Clauses of the basic lease, Article 7(L) is substituted herein and Article (M) and (N) are added as follows: <p>L. PAYMENT BY ELECTRONIC FUND TRANSFER (10/06) -</p> <ol style="list-style-type: none"> Method of payment: <ol style="list-style-type: none"> All payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (a)(3) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer. Payment information transfer refers to the payment information normally sent with a payment to assist the contractor in associating the payment to specific contracts. In the event the Government is unable to release one or more payments by EFT, the Lessor agrees to either: <ol style="list-style-type: none"> Accept payment by check or Request the Government to extend the payment due date until time as the Government can make payment by EFT (but see paragraph (d) of this clause). In the event that the Lessor is granted a waiver from EFT under the exceptions as provided for in FAA AMS Section T3.3.1.A-7, the Government payments will be made by check. A waiver from EFT is permanent, and the Lessor must register for EFT when the circumstances that justified the waiver change. <p>(b) Lessor's EFT information: The Government will make payment to the Lessor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Lessor will be responsible for providing the updated information to the CCR database (Reference Clause, "Central Contractor Registration-Real Property"). If the Lessor is granted an exemption from CCR, the Lessor will follow the requirements of alternate clause "Contractor Payment Information - Non-CCR".</p> <p>(c) Mechanisms for EFT Payment: The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.</p> <p>(d) Suspension of Payment: If the Lessor's EFT information in the CCR database is incorrect, then the Government is not required to make payments to the Lessor under this contract until correct EFT information is entered into the CCR database, and any invoice or contract financing request submitted during this period of noncompliance will to be deemed not a proper invoice for the purpose of prompt payment under this contract. In such instances, the late interest payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.</p> <p>(e) Liability for incomplete or erroneous transfers:</p> <ol style="list-style-type: none"> If an incomplete or erroneous transfer occurs because the Government used the Lessor's EFT information incorrectly, the Government remains responsible for: <ol style="list-style-type: none"> Making a correct payment; Paying any late payment penalty due; and Recovering any erroneously directed funds. If an incomplete or erroneous transfer occurs because the Lessor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and <ol style="list-style-type: none"> If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Lessor is responsible for recovery of any erroneously directed funds; or If the funds remain under the control of the payment office, the Government will make payments under the provisions of paragraph (d) "Suspension of Payment". 		

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(f) EFT and payment terms: A payment will be deemed to have been made in a timely manner in accordance with the payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the payment due date, provided the specific payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims: If the Lessor assigns the proceeds of this contract, as provided for in the assignment of claims terms of this contract, the Lessor will require that the assignee register separately in the CCR database and that the assignee agree that payments will be made by EFT in accordance with the terms of this clause. The requirements of this clause will apply to the assignee as if it were the Lessor. EFT information that shows the ultimate recipient of the transfer to be other than the Lessor or the CCR registered assignee is incorrect EFT information within the meaning of paragraph (d) "Suspension of Payment" clause.

(h) EFT and change of Name or Ownership Changes: If the Lessor transfers ownership of the property under lease or changes its business name, it will follow the requirement of section (g) of clause, "Central Contractor Registration - Real Property".

(i) Liability for change of EFT information by financial agent: The Government is not liable for errors resulting from changes to EFT information made by the Lessor's financial agent.

(j) Payment information: The accounting office will forward to the Lessor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Lessor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. The Lessor can obtain detailed payment information by registering for the US Treasury PAID system. This can be done on the Internet by logging onto the website: <https://fmsapps.treas.gov/paid/>. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government will mail the payment information to the remittance address contained in the contract and CCR database.

M. CONTRACTOR PAYMENT INFORMATION-NON CCR (10/06) -

The Central Contractor Registration system is the FAA's required method to receive vendor information. However, Lessor has been granted an exception to CCR and therefore must provide initial payment information and any future changes to payment information to the Real Estate Contracting Officer on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this contract.

The Lessor is responsible to maintain correct payment information with the FAA, and for any liability that may result from the Government's reliance on incomplete or inaccurate information provided by the Lessor. Failure to provide accurate information or adequate notice of changes to vendor payment information can result in a determination of "incorrect information" as defined in paragraph (d), "Suspension of Payment" of clause "Electronic Fund Transfer (EFT) Payment."

N. SECURITY -

a. Facility Security:

Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

Contact your local Servicing Security Element (SSE) at Security and Hazardous Materials Division, ASW-750, Fort Worth, TX 76193 for a list of your security requirements.

The local SSE will determine any additional security upgrades that are required to meet accreditation and will conduct a final security assessment of the building. The Lessor will provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

1. Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals:

a. It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to the Lessor or to individual(s) employed or hired by the lessor to perform services. Immediately upon completion or termination of the lease, the Lessor will return all such Government-issued items to the issuing office with notification to the RECO, or designee. When individuals who have been issued such items are terminated or are no longer required to perform work, the Government-issued items will be returned to the Government within three (3) workdays. Improper use, possession or alteration of FAA issued keys, ID cards, access control cards is a violation of security procedures and is prohibited.

b. In the event such keys, ID cards, vehicle decals or access control cards are not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the lease, withhold fees to cover the cost of replacement for each key, ID card, vehicle decal and access control card not returned. If the keys, ID cards, vehicle decals, or access control cards are not returned within 30 days from the date the withholding action was initiated, the Lessor will forfeit any amount so withheld.

c. Access to aircraft ramp/hangar areas is authorized only to those individuals displaying a flight line identification card and for vehicles, a current ramp permit issued in accordance with 49 CFR 1542.

d. The Government retains the right to inspect, inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the Lessor or individual(s) employed or hired by the lessor to perform services in connection with the lease at the convenience of the Government. Any items not accounted for to the satisfaction of the Government will be assumed to be lost and the provisions of subparagraph (3) above will apply.

e. Keys and access control cards will be obtained from the RECO, or designee, who will require the Lessor, or individual(s) employed or hired by the Lessor to perform services, to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards will immediately be reported concurrently to the RECO, or designee, and the (RECO, or designee, to insert name of SSE staff and facility management office)

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f. Each individual(s) employed or hired by the Lessor, during all times of on-site performance at the Government-leased facility, will prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Individual(s) employed or hired by the Lessor to perform services under this lease will submit complete documentation required under E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below, and be authorized by the SSE to begin work prior to obtaining any ID media or vehicle decals.

(2) To obtain the ID card, each individual will submit a DOT 1681 Form, signed by the individual and authorized by the RECO, or designee. The DOT 1681 will be submitted at the same time the documentation outlined in E2a, Suitability Requirements for Individual(s) Employed or Hired by the Lessor, below is submitted. The DOT 1681 will contain, at a minimum, under the "Credential Justification" heading, the name of the Lessor, the lease number or the appropriate acquisition identification number, the expiration date of the lease or the service (whichever is sooner), and the required signatures. This paperwork will be submitted to Federal Aviation Administration, Security & Hazardous Materials Division, ASW-700, Fort Worth, Texas 76193, or designee, to insert the name and location of the SSE staff] by the Lessor in a sealed envelope either hand carried by the Lessor or sent via U.S. mail to: Federal Aviation Administration, Security & Hazardous Materials Division, ASW-700, Fort Worth, Texas 76193. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing by the : Federal Aviation Administration, Security & Hazardous Materials Division, ASW-700, Fort Worth, Texas 76193. Arrangements for processing the identification card including photographs and lamination can be made by contacting Federal Aviation Administration, Security & Hazardous Materials Division, ASW-700, Fort Worth, Texas 76193.

(3) The Lessor will receive and sign for each ID card issued on the reverse of the DOT 1681. The Government, for accountability purposes, will track the DOT 1681.

g. The Lessor is responsible for ensuring final out-processing is completed for all departing individuals employed or hired by the Lessor. Final out-processing will be completed by close of business the final workday for all individual(s) employed or hired by the Lessor or the next day under special conditions. Contractor employee clearance forms, (RECO, or designee, to insert name of local contractor employee clearance form), will be completed by the Lessor for each individual(s) employed or hired by the Lessor to perform services, and copies will be distributed to the RECO, or designee, and the SSE, (RECO, or designee, to insert SSE staff) upon completion of such forms.

b. Personnel Security:

1. Suitability Requirements for Individual(s) Employed or Hired by the Lessor

a. The Lessor will provide a level of security, which reasonably deters unauthorized access, loitering, or disruptive acts to the premises leased by the government at all times.

b. When the Lessor provides services under the terms of this lease, (e.g., janitorial, construction, maintenance, property management, or alterations/repair services), the Government may conduct background investigations of individual(s) employed or to be hired by the Lessor to perform such services.

c. Individual(s) will not be permitted unescorted access to provide services in or upon the leased premises until the SSE has received the documentation outlined in subparagraph (4), (a), (b), and (c), below and provided written authorization for the individual(s) to begin work.

d. No later than ten (10) calendar days after the effective date of this lease, (or the effective date of Supplemental Lease Agreement [SLA] or modification if this provision is included by SLA or modification to an existing lease), the Lessor will submit the following documentation for all individual(s) employed or hired by the Lessor for whom unescorted access to facilities, systems, and information is required. Such documentation will be submitted to the Government representative as designated by the Real Estate Contracting Officer (RECO), or designee, for suitability determination.

(1) A completed FBI Fingerprint Card, FD-258. The SSE will provide information pertaining to the location of fingerprint facilities. The fingerprint card will be printed in black ink or typewritten with all questions completed and is to be signed and dated by the applicant. The Lessor will be responsible for all expenses associated with fingerprinting;

(2) A completed Identification Card/Credential Application, DOT Form 1681, with appropriate picture of applicant; and,

(3) Questionnaire for Public Trust Positions, Standard Form 85P, will be completed and signed by the applicant in accordance with applicable instructions.

e. The Government will notify the Lessor when individual(s) employed or hired by the Lessor have been approved for unescorted access to the facilities, systems, or information.

f. The Lessor and all individuals employed or hired by the Lessor will display a Government issued identification badge when visiting or providing services in or upon the leased premises and will abide by all facility security measures as required by the Government.

g. The Lessor will submit the documentation required in subparagraph (d), (1), (2), and (3) of this Clause for any new individual(s) employed or hired by the Lessor to perform services under this lease. Such information will be submitted to the Government within ten (10) calendar days of employment and/or hiring by the Lessor.

h. The Lessor will immediately remove from the leased premises any individual(s) employed or hired by the Lessor to perform services under this lease when the Government has determined such individuals to be unsuitable for continued access to the leased premises.

i. Exemptions from Suitability Requirements

(1) Certain positions may be determined by the Government to be exempt from background investigative requirements. However, individual(s) employed or hired for such positions will be escorted at all times while in or upon the leased premises by FAA personnel located on-site or by an individual(s) employed or hired by the lessor, who has been properly investigated, favorable adjudicated, and authorized to provide escort services.

(2) When the Government determines any positions(s) to be exempt from investigative requirements, individuals employed in such positions are not required to complete the documentation as specified in subparagraph (4), (a), (b), and (c) of this Clause.

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c. Reporting Requirements:

- 1. The Lessor will submit an initial report (to coincide with the effective date of this lease) and subsequent quarterly reports (throughout the term of this lease), providing the following information Federal Aviation Administration, Security & Hazardous Materials Division, ASW-700, Fort Worth, Texas 76193 with a copy to the Real Estate Contracting Officer on or before the fifth day following each reporting period: A complete listing by full name, in alphabetical order, with the date of birth, place of birth (city, state, country), and position title of all individuals employed or hired by the lessor who will have or may require access to the leased premises during the reporting period.
- 2. The Lessor will notify the Government within one (1) day upon termination of any individual(s) employed or hired by the Lessor to perform services under this lease.

d. Foreign Nationals Employed or Hired by the Lessor:

- 1. Each individual(s) employed or hired by the lessor to perform services under this lease will be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the United States Immigration and Naturalization Service that employment will not affect his/her immigration status.
- 2. Aliens and foreign nationals employed or hired by the lessor to perform services under this lease must have resided within the United States for three (3) years of the last five (5) years unless a waiver of this requirement has been granted by the SSE in accordance with FAA regulations.

e. Sensitive Unclassified Information:

- 1. The FAA will have the right to require special handling instructions for those lessors requiring access to Sensitive Unclassified Information (SUI), For Official Use Only (FOUO), Sensitive Security Information (SSI), or designee assigned by the Federal Government to identify unclassified information that may be withheld from public release. Contact the local FAA Servicing Security Element (SSE) or in Headquarters, the Office of Security and Investigations, Internal Security Division, ASI-100 for the minimum standards to mark, store, control, transmit, and destroy sensitive information.
- 2. Sensitive information will be restricted to specific lessors who:
 - a. have a need to know to perform contract tasks;
 - b. who meet personnel suitability security requirements to access sensitive information; and
 - c. who successfully complete a non-disclosure agreement (NDA).
- 3. The contractor will develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:
 - a. steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
 - b. procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
 - c. procedures for protecting against co-mingling of information with general contractor data systems/files;
 - d. procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
 - e. procedures for the reproduction of;
 - f. procedures for reporting unauthorized access; and
 - g. procedures for the destruction and/or sanitization of such material.

All other terms and conditions of the lease shall remain in force and effect

Important: Lessor X is, is not required to sign this document and return all copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

CITY OF EL PASO, TEXAS:

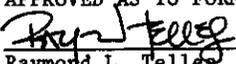
BY _____ City Manager
(Signature) (Title)

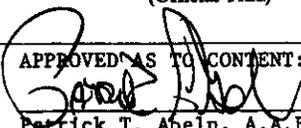
IN THE PRESENCE OF (witnessed by:)

(Signature) (Address)

UNITED STATES OF AMERICA:

BY _____ Contracting Officer
(Signature) (Official Title)
Glen D. Batts

APPROVED AS TO FORM:

Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:

Patrick T. Abein, A.A.E.
Director of Aviation

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CORPORATE CERTIFICATE

I, Richarda Duffy Momsen, certify that I am the City Clerk
of the Corporation named in the foregoing agreement, that Joyce A. Wilson
who signed said agreement on behalf of said corporation, was then City Manager
thereof, that said agreement was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate powers.

Dated this _____ day of _____, 2008.

Signed by _____

CORPORATE SEAL

